

AMERICAN STONE INC

PROCESSORS & DISTRIBUTORS OF BEAUTIFUL BUILDING STONE

4040 South 300 West
Salt Lake City, UT 84107
Phone (801) 262-4300

EXHIBIT "D"

12-29-88

Rick White
P.O. Box 4
Sante, Calif. 92071

Barney Oldfield
P.O. Box 710004-0004
Sante, Calif. 92072-0004

The lease-back agreement is cancelled. The option agreement is in default and is cancelled. All agreements between Rick White and/or Barney Oldfield and Lon Thomas (American Stone, & Utah Calcium are cancelled.

Ownership of Aragonite now reverts to Lon Thomas as of this date, December 29, 1988.

My attorney will send all of the legal documents. The time allowed for default cure, will be allowed for default cure if you so desire to cure default, otherwise this is final.

Signed



Lon Thomas
American Stone, Utah Calcium

LT/st

LAW OFFICES
HANSON, EPPERSON & SMITH

A PROFESSIONAL CORPORATION
 4 TRIAD CENTER, SUITE 500

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 SCOTT F. SQUIRE

ESTABLISHED 1895
 AS
 STEWART & STEWART

REX J. HANSON
 (1911-1980)

FAX (801) 531-9747

February 1, 1989

CERTIFIED-MAIL

Mr. Rick White
 P.O. Box 4
 Santee, California 92071

Mr. Bryan H. Oldfield
 P.O. Box 710004-0004
 Santee, California 92072-0004

NOTICE OF DEFAULT

Gentlemen:

This notice is given pursuant to the terms of an agreement entered into on the 1st day of April, 1988, by and between THOMAS AMERICAN STONE AND BUILDING PRODUCTS, a Utah Corporation, as Seller, and RICHARD W. WHITE and BRYAN H. OLDFIELD, as joint tenants, as Buyers.

This Notice of Default is filed because the Buyers under the agreement listed above have failed to comply with the terms of the agreement by committing the following acts:

They have not made payments to the Seller as required under Article Two of the Agreement. In fact, all rock products utilized by the Seller were mined and produced solely by the Seller with no effort by the Buyer pursuant to a lease back agreement entered into by the Parties on August 4, 1988.

Furthermore, the Buyers have violated Article Nine of the Agreement by the unauthorized sale of equipment or property without Seller's consent, failure to maintain insurance on all property in question, failure to maintain the property, and the allowance of encumbrances to be filed against the property.

Pursuant to Article 3 and the Trust Deed that was filed for security, Seller hereby gives notice to Buyers of their defaults and demand that they be cured within the statutory time limit.

On August 4, 1988, the parties entered into a lease back agreement for the purpose of modifying the original agreement. Pursuant to Paragraph 1, the lease back agreement is hereby cancelled and is of no force or effect.

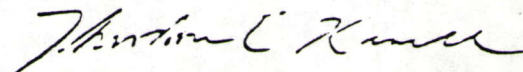
Mr. Rick White
Mr. Bryan H. Oldfield
February 1, 1989
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Pursuant to the Trust Deed and the Agreement, Seller has regained possession of the property as the Buyers have abandoned the property and refused to maintain the property.

DATED this 1st day of February, 1989.

Very truly yours,

HANSON, EPPERSON & SMITH



THEODORE E. KANELL,
As Trustee and
Attorney for Seller

TEK/csh
cc: American Stone